This is an addendum to my coments filed on 5/2/2003.

It appears that the proposed rules provide sufficient protection for the long distance carriers, but insufficient compensation for the difficulties experienced by the actual customer in dealing with the carrier who did the slamming.

The current 150% penalty should all go to the slammed customer. Nothing should go to the original carrier. The 150% should include all charges incurred in excess of the normal monthly charge, to include all switchover fees, all taxes and surcharges and any other add-ons. There are several reasons for this:

1. Currently some carriers bill in 1 minute increments (apparently some may bill in 20 minute increments initially), while others bill in 6 second increments. How is one to determine what the original carrier (if it bills in 6 second increments) would rerate a call that another charged in 1 minute increments? As an example, Verizon charged $0.17 for a momentary connection that TTI would charge $0.01 for. Giving $0.17 to TTI and $0.08 to the customer would still leave the customer 8 cents in the hole. If you multiply this by numerous calls, it is very significant. For example, I had 718 minutes of calls in April of 2003, for which Verizon and AT&T charged me a total of $267.59 (including surcharges, taxes, and $8.78 in switchover fees). My TTI bill would have been $50.26 if all of the calls that Verizon charged me 1 minute for or rounded up to 1 minute were actually exactly the time posted on my bill. In actual fact, the TTI charges based on 6 second increments would have probably been about $3 or $4 less than the $50.26 (or about $47) based on 6 second incremental billing.

2. I have found that an inordinate amount of time has to be spent checking bills, straightening out the service, navigating phone system menu trees of both carriers, etc., in order to correct the slamming. A full refund of charges or even a partial refund of 150% of the bill is insufficient to reimburse the customer, and it is not sufficient disincentive for the company doing the slamming.

3. There is a possibility that companies could collude in allowing slamming, knowing that the service provided by the slammer is charged at premium rates, and that the 100% of those charges that are sent to the slammed company will almost certainly be more profitable to the slammed company than what it would have received from the customer at its reduced rates, and the 50% that goes to the customer (especially if taxes, surcharges, fees, etc are not included) will still leave a margin of profit for both companies for the operation in the long run if they slam each other. Thus it can actually be profitable for companies to slam each other!

4. It has to be made extremely painful financially for companies to slam customers in order to provide a real disincentive, and there must be a realistic means of compensation to the customer to reimburse him for the time, effort, and pain and suffering slamming causes the customer.

Too often the fines for violations, even these particularly egregious and ubiquitous violations, go to either one company or another, or to the Federal Government. The CUSTOMER is the injured party, and the CUSTOMER should be compensated.

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<ADDRESS1> 44-365 Kaneohe Bay Drive
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<STATE>HI
<ZIP>96744-2664
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<DESCRIPTION>comments on proposed rulemaking
<CONTACT-EMAIL>bob.gould@stanfordalumni.org
<TEXT>This is an addendum to my coments filed on
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